

<i>SERFF Tracking Number:</i>	<i>NYAA-126159251</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>42537</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02G Group Annuities - Deferred Non-variable</i>	<i>Sub-TOI:</i>	<i>A02G.003 Single Premium</i>
<i>Product Name:</i>	<i>Out of State Group - Fixed Deferred Annuity</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Out of State Group - Fixed  
Deferred Annuity

TOI: A02G Group Annuities - Deferred Non-  
variable

Sub-TOI: A02G.003 Single Premium

Filing Type: Form

SERFF Status: Closed-Approved-  
Closed

Co Tr Num:

Author: Gina Babka

Date Submitted: 05/27/2009

State Tr Num: 42537

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 06/03/2009

Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/03/2009

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Association

Explanation for Other Group Market Type:

State Status Changed: 06/03/2009

Created By: Gina Babka

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Gina Babka

Filing Description:

Re: New York Life Insurance and Annuity Corporation

NAIC # 91596

FEIN # 13-3044743

Group Deferred Annuity Form Filing

Enclosed for approval is New York Life Insurance and Annuity Corporation's ("New York Life") Group Deferred Annuity filing. The policy is one of several out-of-state group policies delivered to the policyholder AARP situated in the District of

SERFF Tracking Number: NYAA-126159251 State: Arkansas  
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Columbia, under the AARP Group Programs. Premiums for the annuity are funded solely through member contributions.

This filing is not intended to replace any previously filed and approved forms. The attached Forms Listing contains all forms contained in this filing. Master Policy and Policy riders are included for informational purposes only.

The certificate forms provide group annuity coverage under different plan configurations. The group annuity coverage will be offered alone or in conjunction with certificate riders GMR-DAN, DA-USCR/GMR-DAN and DA-LBN/GMR-DAN. The inclusion of these certificate riders will also depend on specific plan design. We wish to certify that there is no discernible premium for these certificate riders. The risk associated with them will be absorbed within the current product charges, therefore no specific identifiable additional premium or charge will be assessed.

Please also note that enrollment form GPA-DA is also being submitted for approval. Our enrollment form will always be compliant with state laws.

New York Life intends to use all distribution channels to market these forms. Text will always be at least 10-point type. An explanation of variable is enclosed for the forms within this filing.

Thank you for your attention to this form filing. Please review the enclosed items and provide us with your approval. We look forward to your early review and acceptance of this submission. If additional information is needed, please contact Gina Babka. Her contact information is shown at the bottom of this letter.

Sincerely yours,

Laurie Giuliano  
Assistant Secretary  
New York Life Insurance and Annuity Corporation

Gina Babka  
Senior Contract Consultant  
Tel # (800) 595-3869, ext. 5717 (direct: 813-288-5717);  
Fax # (813) 288-5773; or  
E-mail address: Gina\_Babka@NYLAARP.newyorklife.com

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: NYAA-126159251 State: Arkansas  
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 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
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Gina Babka, Compliance Consultant Gina\_Babka@NYLAARP.newyorklife.com  
 5505 West Cypress Street 813-288-5717 [Phone]  
 Tampa, FL 33607 813-288-5773 [FAX]

#### Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware  
 5505 West Cypress Group Code: 86 Company Type:  
 Tampa, FL 33607 Group Name: State ID Number:  
 (800) 595-3869 ext. 5717[Phone] FEIN Number: 13-3044743

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$250.00  
 Retaliatory? Yes  
 Fee Explanation: Delaware (domicile state) filing fee is \$50.00 per form.  
 5x \$50.00 = \$250.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$250.00	05/27/2009	28113137

SERFF Tracking Number: NYAA-126159251 State: Arkansas  
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 42537  
Company Tracking Number:  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Out of State Group - Fixed Deferred Annuity  
Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/03/2009	06/03/2009

*SERFF Tracking Number:* NYAA-126159251 *State:* Arkansas  
*Filing Company:* New York Life Insurance and Annuity *State Tracking Number:* 42537  
*Corporation*  
*Company Tracking Number:*  
*TOI:* A02G Group Annuities - Deferred Non-variable *Sub-TOI:* A02G.003 Single Premium  
*Product Name:* Out of State Group - Fixed Deferred Annuity  
*Project Name/Number:* /

## Disposition

Disposition Date: 06/03/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYAA-126159251 State: Arkansas  
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 42537

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Product Name: Out of State Group - Fixed Deferred Annuity

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Out of State Group Master Documents - FOR REFERENCE ONLY		Yes
Supporting Document	Explanation Of Variable		Yes
Supporting Document	Form Listing		Yes
Supporting Document	Certification		Yes
Supporting Document	Transmittal		Yes
Form	Out Of State Group Certificate		Yes
Form	Out of State Group Policy/Certificate Rider		Yes
Form	Out of State Group Unemployment Surrender Charge Reduction Certificate Rider		Yes
Form	Out of State Group Living Needs Benefit Certificate Rider		Yes
Form	Out of State Group Enrollment Form		Yes

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GMR-DAN-C-FACE et al.	Certificate	Out Of State Group Certificate	Initial		0.000	SPDA Source Certificate 5.19.pdf
	GMR-DAN	Other	Out of State Group Policy/Certificate Rider	Initial		0.000	Group Deferred Annuity Rider Source.pdf
	DA-USCR GMR-DAN	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Out of State Group Unemployment Surrender Charge Reduction Certificate	Initial		0.000	Unemployme nt Surrender Charge Certificate Rider.pdf
	DA-LNB GMR-DAN	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Out of State Group Living Needs Benefit Certificate Rider	Initial		0.000	Living Needs Benefit Certificate Rider.pdf
	GPA-DA	Application/ Enrollment Form	Out of State Group Enrollment Form	Initial		0.000	SPDA Enrollment Form GPA-DA.pdf



New York Life Insurance and Annuity Corporation  
Executive Office- 51 Madison Avenue, New York, NY 10010  
Home Office – Newark, Delaware

**[PRODUCT NAME]**  
**(GROUP SINGLE PREMIUM DEFERRED ANNUITY)**

**DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGE.**


**POLICYHOLDER** TRUSTEE OF THE AARP ANNUITY TRUST  
**POLICY NUMBER** DA-[XX] (the "POLICY")  
WE will pay the benefits of this Certificate in accordance with its provisions. On the ANNUITIZATION DATE, the ACCOUNT VALUE will be applied to provide periodic ANNUITY INCOME PAYMENTS to YOU or the PAYEE designated by YOU, as stated in the Annuitization Period section.

**INDIVIDUAL SCHEDULE OF BENEFITS**

	<u>NAME</u>	<u>GENDER</u>	<u>DATE OF BIRTH</u>
<b>ANNUITANT(S)</b>	[John Doe]	Male	[April 1, 1939]
<b>OWNER(S)</b>	[John Doe]	Male	[April 1, 1939]
<b>CERTIFICATE NUMBER</b>	[00 000 000]		
<b>EFFECTIVE DATE</b>	[May 1, 2009]		
<b>PREMIUM</b>	[\$30,000.00]		
<b>INITIAL INTEREST RATE</b>	[4.00]%		
<b>INITIAL INTEREST RATE GUARANTEE PERIOD</b>	[May 1, 2009 through June 30, 2014]		
<b>NONFORFEITURE RATE</b>	[1.70]%		
<b>TYPE OF FUNDS</b>	[Non-Qualified]		
<b>ISSUE DATE</b>	[May 3, 2009]		

**RIGHT TO EXAMINE  
CERTIFICATE FOR 30 DAYS** YOU will have 30 days from the date of receipt to examine this Certificate. If YOU do not wish to keep the Certificate, it must be surrendered to US within this period. Upon such surrender, WE will return any Premium paid and the Certificate will be void from the start.  
This Certificate replaces all Certificates and Certificate Riders, if any, previously issued under the above Certificate Number.

[  
Secretary

[  
President

[DA-XX]



**INDIVIDUAL SCHEDULE OF BENEFITS (continued)**

CERTIFICATE YEAR	SURRENDER CHARGE PERCENTAGE	GUARANTEED MINIMUM INTEREST RATE
[1]	[8]%	[4.00]%
[2]	[7]%	[4.00]%
[3]	[6]%	[4.00]%
[4]	[5]%	[4.00]%
[5]	[4]%	[4.00]%
[6+]	[0]%	[1.50]%
MINIMUM PARTIAL SURRENDER AMOUNT	\$[100.00]	
MINIMUM ACCOUNT VALUE	\$[2,000.00]	
PREMIUM THRESHOLD	\$[100,000.00]	
PENALTY FREE PERCENTAGE	[10]%	
ANNUITIZATION DATE	[May 1, 2029 ]	
ISSUE STATE	[Anystate]	
BENEFICIARY CLASS	[First: Jean Doe XX%]	
	[Second: Joe Doe XX%]	

## TABLE OF CONTENTS

DEFINITIONS .....	[4]
ACCUMULATION PERIOD .....	[5-6]
Accumulation of Interest	
Partial Surrenders	
Full Surrender	
Surrender Charges	
Death of An Annuitant	
Death of An Owner	
Payment of Death Benefit	
ANNUITIZATION PERIOD .....	[6-7]
Annuity Income Payments	
Death Of An Owner During The Annuitization Period	
CERTIFICATE OWNERSHIP .....	[8]
Rights Of Ownership	
Change Of Ownership	
BENEFICIARY .....	[8]
Beneficiary Designation	
Change Of Beneficiary	
Death Of A Beneficiary Receiving Annuity Income Payments	
IMPORTANT NOTICE .....	[9]
Enrollment Information	
Certificate Information	
Conformity With State Law	
Deferral Of Payment	
Errors	
Policy Changes	
Incontestability	
Misstatements	
Assignments	
Report To Owner	

## DEFINITIONS

<b>ACCOUNT VALUE</b>	<p>The greater of: a) the Premium, plus interest credited, less any PARTIAL SURRENDERS; or b) the Nonforfeiture Value.</p> <p>The Nonforfeiture Value equals 87.5% of the Premium accumulated with interest at the Nonforfeiture Rate from the date(s) received, minus any NET PARTIAL SURRENDERS accumulated with interest at the Nonforfeiture Rate from the date(s) of PARTIAL SURRENDER.</p> <p>Generally, the Nonforfeiture Value will be the greater value only if, over a period time, interest is credited at a rate less than the Nonforfeiture Rate. The Nonforfeiture Rate is shown on the Individual Schedule of Benefits.</p>
<b>ANNUITANT(S)</b>	The ELIGIBLE MEMBER(S) named on the Individual Schedule Of Benefits and whose life(lives) determine(s) the ANNUITY INCOME PAYMENTS.
<b>ANNUITIZATION DATE</b>	The date on which the first ANNUITY INCOME PAYMENT under this Certificate is to be made.
<b>ANNUITY INCOME PAYMENTS</b>	Periodic payments WE make on or after the ANNUITIZATION DATE. They are made on the monthly, quarterly, semiannual, or annual reoccurrences of the ANNUITIZATION DATE
<b>BENEFICIARY</b>	The person(s) or entity(ies) having the right to receive the death benefit as described in this Certificate and who is the “designated Beneficiary” for purposes of Section 72 of the Internal Revenue Code.
<b>CASH SURRENDER VALUE</b>	The amount payable upon YOUR request for a Full Surrender prior to the ANNUITIZATION DATE. This equals the ACCOUNT VALUE less any applicable Surrender Charges.
<b>CERTIFICATE ANNIVERSARY</b>	An anniversary of the Effective Date as shown on the Individual Schedule Of Benefits.
<b>CERTIFICATE YEAR</b>	The initial CERTIFICATE YEAR is a 12-month period beginning on the Effective Date as shown on the Individual Schedule of Benefits. Subsequent CERTIFICATE YEARS begin on each anniversary of the Effective Date.
<b>ELIGIBLE MEMBER</b>	The person(s) who is: a) a member of AARP; and b) between age 45 and age 95 inclusive, subject to OUR suitability standards including any suitability standards required by law; and c) a legal resident of the fifty states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the United States Virgin Islands.
<b>INITIAL INTEREST RATE GUARANTEE PERIOD</b>	The period during which the Initial Interest Rate is guaranteed not to change.
<b>ISSUE DATE</b>	The date this Certificate is produced.
<b>NET PARTIAL SURRENDER</b>	The amount payable to YOU from a PARTIAL SURRENDER. This equals the PARTIAL SURRENDER amount less any applicable Surrender Charges.
<b>OWNER, YOU, YOUR</b>	The person(s) or entity(ies) with ownership rights of this Certificate. On the ISSUE DATE, the OWNER must be an ELIGIBLE MEMBER.
<b>PARTIAL SURRENDER</b>	An amount deducted from the ACCOUNT VALUE as requested by YOU. A PARTIAL SURRENDER is also known as a partial withdrawal.
<b>PAYEE</b>	The recipient(s) of ANNUITY INCOME PAYMENTS while an ANNUITANT is living. If no PAYEE is designated, YOU will be the PAYEE.
<b>POLICY</b>	The Group Policy, as shown on the face page of this Certificate, issued to the Policyholder by US.
<b>QUALIFIED PLAN</b>	A retirement plan under the Internal Revenue Code.
<b>WE, US, OUR</b>	New York Life Insurance and Annuity Corporation.

## ACCUMULATION PERIOD

### ACCUMULATION OF INTEREST

The Initial Interest Rate Guarantee Period and the Initial Interest Rate for this period are shown on the Individual Schedule Of Benefits. After the Initial Interest Rate Guarantee Period, on each CERTIFICATE ANNIVERSARY, WE will declare an interest rate which will be guaranteed for the CERTIFICATE YEAR beginning on such CERTIFICATE ANNIVERSARY. These declared rates will never be less than the Guaranteed Minimum Interest Rate as shown on the Individual Schedule of Benefits.

Interest is credited to the ACCOUNT VALUE daily. Interest rates shown and declared are compounded daily at an effective annual yield. If portions of the Premium are received on different dates, interest is credited on each portion from the date WE receive it. Upon YOUR request, WE will inform YOU of the amount of ACCOUNT VALUE in this Certificate.

### PARTIAL SURRENDERS

YOU may request a PARTIAL SURRENDER. Any PARTIAL SURRENDER must be for at least the Minimum Partial Surrender Amount and must result in an ACCOUNT VALUE which is no less than the Minimum Account Value. The Minimum Partial Surrender Amount and the Minimum Account Value are shown on the Individual Schedule of Benefits.

WE must receive any written request for a PARTIAL SURRENDER at least thirty (30) days before the ANNUITIZATION DATE.

### FULL SURRENDER

YOU may request a Full Surrender of the ACCOUNT VALUE at any time before the ANNUITIZATION DATE. Upon Full Surrender, WE will pay YOU the CASH SURRENDER VALUE and coverage described by this Certificate will end.

### SURRENDER CHARGES

The Surrender Charge percentages are shown for each applicable CERTIFICATE YEAR on the Individual Schedule of Benefits. When applicable, the Surrender Charge will be the percentage for the current CERTIFICATE YEAR multiplied by the portion of the amount surrendered that is not described below as being free from Surrender Charge.

For each PARTIAL SURRENDER or Full Surrender, the amount of ACCOUNT VALUE that is free of Surrender Charge is the greatest of:

- a) the Penalty Free Percentage, as shown on the Individual Schedule of Benefits, multiplied by the ACCOUNT VALUE at the beginning of the CERTIFICATE YEAR (or this percentage multiplied by the Premium if such surrender is made in the first CERTIFICATE YEAR), less the portions of any prior PARTIAL SURRENDERS made during the CERTIFICATE YEAR that were free of Surrender Charge; or
- b) the Penalty Free Percentage multiplied by the ACCOUNT VALUE at the time such surrender, less the portions of any prior PARTIAL SURRENDERS made during the CERTIFICATE YEAR that were free of Surrender Charge; or
- c) the amount of all PARTIAL SURRENDERS taken under the RMD Automated Option during the CERTIFICATE YEAR, less the portions of any prior PARTIAL SURRENDERS made during such year that were free of Surrender Charge; or
- d) if the Premium is greater than or equal to the Premium Threshold, as shown on the Individual Schedule of Benefits, the portion of the ACCOUNT VALUE at the time of such surrender that exceeds the Premium.

### RETURN OF PREMIUM

The Surrender Charge is limited, however, for each PARTIAL SURRENDER or Full Surrender, to the total interest previously credited to the ACCOUNT VALUE minus the total Surrender Charges previously applied. This guarantees that the CASH SURRENDER VALUE provided upon Full Surrender plus any prior NET PARTIAL SURRENDERS will never be less than the Premium.

### RMD AUTOMATED OPTION

You may elect the RMD Automated Option. This option provides for the calculation and automatic processing of the Required Minimum Distribution (RMD) under certain QUALIFIED PLANS pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is an amount that the IRS requires the owners of certain QUALIFIED PLANS to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the OWNER attains age 70½.

**DEATH OF AN  
ANNUITANT**

If an ANNUITANT who is not an OWNER dies before the ANNUITIZATION DATE, when WE receive proof of death, YOU, or the first OWNER named if this Certificate is jointly owned, will become the ANNUITANT of this Certificate. If YOU, or the first OWNER named if this Certificate is jointly owned, are not a natural person, WE will pay the death benefit to the BENEFICIARY. The death benefit is an amount equal to the ACCOUNT VALUE as of the date of the ANNUITANT's death.

**DEATH OF AN OWNER**

If an OWNER dies before the ANNUITIZATION DATE, when WE receive proof of death, WE will pay the death benefit to the BENEFICIARY. The death benefit is an amount equal to the ACCOUNT VALUE as of the date of the OWNER's death.

However, if the deceased OWNER's surviving spouse is the sole primary BENEFICIARY, this BENEFICIARY may elect, in writing, subject to certain limitations as required for QUALIFIED PLANS, to continue this Certificate by becoming the new OWNER. If the deceased OWNER was an ANNUITANT, the new OWNER will also become the new ANNUITANT. If the new OWNER elects to continue this Certificate, no death benefit will be paid as a result of this death.

**PAYMENT OF DEATH  
BENEFIT**

Upon receiving proof of death and all claim information, WE will pay to each BENEFICIARY their share of the death benefit. These proceeds earn interest computed daily from the date of death to the date of payment. WE set the interest rate each year. This rate will not be less than the rate required by law.

Payment will be made in a single sum, unless the OWNER, during his or her lifetime, elects a different payment option that WE may have available. If the OWNER does not elect a payment option, the BENEFICIARY may do so after WE determine their eligibility for the death benefit.

Any payment option must either: a) result in full payment of the death benefit within five (5) years from the date of death; or b) be placed in a payment option for the life of the BENEFICIARY or for a number of years that is not more than the BENEFICIARY's life expectancy (as determined for federal tax purposes), with the such payments beginning within one year from the date of death.

**ANNUITIZATION PERIOD**

**ELECTION OF ANNUITY  
INCOME PAYMENTS**

If the Certificate is in force on the ANNUITIZATION DATE, WE will begin making ANNUITY INCOME PAYMENTS. Unless otherwise selected, payments will be made monthly under the Life with Cash Refund option. As described below, the Life with Cash Refund option may provide a single payment upon the death of the last surviving ANNUITANT. Other options may be available for selection. Such options may provide that ANNUITY INCOME PAYMENTS continue after all ANNUITANTS have died, up to a minimum total number or amount of ANNUITY INCOME PAYMENTS specified by the option.

At any time, at least one month before the ANNUITIZATION DATE, YOU may elect in writing to change the income payment frequency and option to any frequency and option WE currently have available. Once ANNUITY INCOME PAYMENTS begin, this income payment selection may not be changed.

The ANNUITIZATION DATE, as initially elected, will be as shown on the Individual Schedule of Benefits. If WE agree, the ANNUITIZATION DATE may be changed. To request a change, YOU must notify US in writing at least one month before the ANNUITIZATION DATE. The ANNUITANT's age on the ANNUITIZATION DATE may not be greater than the age required by law. If the ACCOUNT VALUE on the ANNUITIZATION DATE is an amount that would provide ANNUITY INCOME PAYMENTS of less than \$20 per month, WE will pay YOU the CASH SURRENDER VALUE in a single sum in lieu of making any ANNUITY INCOME PAYMENTS.

While an ANNUITANT is living, payments will be made to the PAYEE; thereafter, any remaining payments due will be made to the BENEFICIARY. WE may require proof of the ANNUITANT's Date of Birth before ANNUITY INCOME PAYMENTS begin. WE may periodically require proof that the ANNUITANT(S) are alive as a condition for ANNUITY INCOME PAYMENTS.

**LIFE WITH CASH  
REFUND OPTION**

Under this income payment option, payments will be made periodically as selected, beginning on the ANNUITIZATION DATE and continuing as long as an ANNUITANT is living. Upon the death of the last surviving ANNUITANT, if the total of all ANNUITY INCOME PAYMENTS made is less than the ACCOUNT VALUE on the ANNUITIZATION DATE, this difference will be paid in a single sum.

**CALCULATION OF  
ANNUITY INCOME  
PAYMENTS**

On the ANNUITIZATION DATE, WE will determine the amount of each ANNUITY INCOME PAYMENT by applying the ACCOUNT VALUE to the income payment rate currently in effect.

Income payment rates are based on the gender and adjusted age of the ANNUITANT(S). Adjusted age for each ANNUITANT is determined as shown in the table below based on the ANNUITANT's age on the ANNUITIZATION DATE.

<u>Calendar Year of ANNUITIZATION DATE</u>	<u>Adjusted Age</u>
2009 – 2015	Age
2016 – 2025	Age minus 1
2026 – 2035	Age minus 2
2036 and Later	Age minus 3

Minimum monthly income payment rates are shown in the table below for the Life with Cash Refund option with one ANNUITANT.

Life with Cash Refund; Monthly Payments, One ANNUITANT					
Minimum Monthly Payment per \$1,000 of ACCOUNT VALUE					
Adjusted Age	Male	Female	Adjusted Age	Male	Female
45	2.54	2.38	71	4.29	3.96
46	2.57	2.42	72	4.41	4.07
47	2.61	2.45	73	4.53	4.19
48	2.65	2.49	74	4.67	4.31
49	2.70	2.53	75	4.80	4.44
50	2.74	2.57	76	4.95	4.57
51	2.79	2.61	77	5.10	4.72
52	2.84	2.65	78	5.27	4.87
53	2.89	2.69	79	5.44	5.03
54	2.94	2.74	80	5.62	5.21
55	2.99	2.79	81	5.82	5.39
56	3.05	2.84	82	6.03	5.59
57	3.11	2.89	83	6.25	5.80
58	3.17	2.95	84	6.48	6.02
59	3.24	3.00	85	6.74	6.27
60	3.30	3.07	86	7.01	6.53
61	3.37	3.13	87	7.31	6.81
62	3.45	3.19	88	7.64	7.12
63	3.52	3.26	89	8.00	7.45
64	3.61	3.34	90	8.39	7.82
65	3.69	3.41	91	8.82	8.21
66	3.78	3.49	92	9.29	8.64
67	3.87	3.58	93	9.82	9.12
68	3.97	3.67	94	10.40	9.64
69	4.07	3.76	95	11.06	10.22
70	4.18	3.86			

For any option selected, the amount of each ANNUITY INCOME PAYMENT will not be less than an amount based on the 1983 Individual Annuity Mortality Table *a* with Projection Scale G, with interest compounded each year at one and one half percent (1.5%).

Unless otherwise provided, if an OWNER dies after the ANNUITIZATION DATE: a) if this Certificate is jointly owned, ownership will remain with the surviving OWNER(S); b) otherwise, the BENEFICIARY will become the new OWNER.

## CERTIFICATE OWNERSHIP

### RIGHTS OF OWNERSHIP

As OWNER, YOU have all rights of ownership in this Certificate. These rights also include the right to name the PAYEE and designate the BENEFICIARY. If this Certificate is not a QUALIFIED PLAN, YOU may also name a new OWNER or assign YOUR interest in this Certificate. If this Certificate is jointly owned, these rights must be exercised jointly. However, all rights of ownership end at the death of an OWNER.

### CHANGE OF OWNERSHIP

If this Certificate is not a QUALIFIED PLAN, YOU may change the OWNER of this Certificate to a new OWNER by submitting a written request on a form satisfactory to US. When WE record a change, it will take effect as of the date YOU signed the request, subject to any action WE took before recording the change. When this change takes effect, all rights of ownership in this Certificate will pass to the new OWNER. Changing the OWNER does not change the ANNUITANT(S) or the BENEFICIARY.

DA-~~XX~~  
GMR-DAN-C-CO

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## BENEFICIARY

### BENEFICIARY DESIGNATION

YOU may name more than one BENEFICIARY. Multiple BENEFICIARIES may be classified as first, second, and so on. If two or more BENEFICIARIES are named in a class, their shares may be stated. Any amounts payable will be applied to any BENEFICIARY classified as first who survives the "OWNER/ANNUITANT". If no BENEFICIARY classified as first survives the "OWNER/ANNUITANT", payment(s) will be made to any surviving BENEFICIARY in the second class, and so on. If no BENEFICIARY survives the "OWNER/ANNUITANT", any remaining payments will be made to YOUR estate. If ANNUITY INCOME PAYMENTS remain to be paid from the income payment option selected, their present value will be paid in a single sum to YOUR estate. This value will be determined using the applicable interest rate(s) from the calculation of the ANNUITY INCOME PAYMENTS, and will always be less than the total of those remaining payments. Those who survive in the same class have an equal share to the extent possible in any amount payable, unless the shares are stated otherwise.

If any BENEFICIARY dies at the same time as the "OWNER/ANNUITANT", or within fifteen (15) days after such death, but before WE receive proof of death and all claim information, WE will pay any amount payable as though such BENEFICIARY died first.

As used above: a) during the Accumulation Period, "OWNER/ANNUITANT", is the deceased OWNER or ANNUITANT whose death results in the payment of the death benefit; and b) during the Annuitization Period, "OWNER/ANNUITANT" is the deceased OWNER or ANNUITANT whose death results in the BENEFICIARY becoming the OWNER or receiving ANNUITY INCOME PAYMENTS.

### CHANGE OF BENEFICIARY

YOU may change a revocable BENEFICIARY designation by submitting a written request on a form satisfactory to US. When WE record a change, it will take effect as of the date YOU signed the request, subject to any payment WE made or action WE took before recording the change.

### DEATH OF A BENEFICIARY RECEIVING ANNUITY INCOME PAYMENTS

If a BENEFICIARY who is receiving ANNUITY INCOME PAYMENTS dies, remaining ANNUITY INCOME PAYMENTS will be paid to those BENEFICIARIES in the same class who are alive when each payment becomes due. If the last surviving BENEFICIARY in a class to receive ANNUITY INCOME PAYMENTS dies, remaining ANNUITY INCOME PAYMENTS will be paid to those in the next class who are alive when each payment becomes due, and so on. If no BENEFICIARY is alive, the present value of any remaining ANNUITY INCOME PAYMENTS will be paid in a single sum to the estate of the last surviving BENEFICIARY. This value will be determined using the applicable interest rates from the calculation of the ANNUITY INCOME PAYMENTS, and will always be less than the total of those remaining payments.

DA-XX

## IMPORTANT NOTICE

### ENROLLMENT INFORMATION

In issuing this Certificate, WE have relied on the information YOU provided, including any enrollment form YOU signed. All such statements are deemed to be representations and not warranties. WE assume these statements are true and complete to the best of the knowledge and belief of those who made them.

### CERTIFICATE INFORMATION

This Certificate is a summary of the provisions of the POLICY. It should be kept in a safe place. It is not a contract. Any conflict between the terms of the Certificate and the POLICY will be decided in favor of the POLICY. A copy of the POLICY is available at the Policyholder's office for inspection at any time during business hours. YOU should contact US with questions regarding the Certificate.

### CONFORMITY WITH STATE LAW

Any provision of the POLICY which is in conflict with any law and/or regulation of its Contract State or any applicable extraterritorial law and/or regulation of any other state in which the ANNUITANT and/or OWNER is a resident, is amended to conform to the minimum requirements of such law and/or regulation.

### DEFERRAL OF PAYMENT

OUR general practice is to pay benefits as soon as reasonably possible. However, WE may defer the payment of any surrender for up to six months after receipt of a request for payment after making a written request and receiving written approval from the insurance commissioner of the Issue State. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, WE will pay interest from the time of the surrender request at the rate specified by the Insurance Department of the Issue State.

### ERRORS

Errors, or delays in keeping records, by US will: a) not revoke coverage otherwise in force; and b) not continue coverage which otherwise would have ended; and c) upon discovery, require fair adjustment of remittances and/or coverage to correct the error.

### POLICY CHANGES

The POLICY can be changed when not prohibited by the laws of the state in which the POLICY is issued: a) at any time by written agreement between US and the Policyholder; and b) without the consent of any other person.

### INCONTESTABILITY

WE cannot contest the validity of this Certificate after it has been in force, for two years, prior to the contest, during YOUR lifetime. To contest, WE will only rely upon written statements signed by the ELIGIBLE MEMBER in applying for such coverage under the POLICY that are material misrepresentations. A copy of all such written statements will be furnished to YOU or, after the BENEFICIARY becomes entitled to payment, to the BENEFICIARY. If no enrollment form was signed, this Certificate will not be contested on the basis of any information that would generally be contained in an enrollment form.

### MISSTATEMENTS

If relevant statements of facts were not accurate for any person: a) a fair adjustment of remittances, coverage, and/or data on the Individual Schedule of Benefits will be made; and b) based upon the facts, WE will decide whether, and what, coverage is valid under the POLICY.

If a Date of Birth or Gender is incorrect but such person would have qualified as an ELIGIBLE MEMBER on the ISSUE DATE, WE will adjust the Certificate's data and values to be what they would have been with the correct Date of Birth and Gender. If payments were made based on an incorrect Date of Birth or Gender, WE will increase or reduce later payments to adjust for the error. Any adjustment will include interest, at three percent (3%) per year, from the date of the incorrect payments to the date the adjusted payments are made.

### ASSIGNMENTS

YOU may assign this Certificate or any interest in it if it is not a QUALIFIED PLAN. If YOU do this, YOUR interest, and anyone else's is subject to that of the assignee. As OWNER, YOU retain the Rights of Ownership that have not been assigned. An assignee may not change the OWNER, BENEFICIARY, or PAYEE, or the income payment option.

YOU must provide US with a copy of any assignment of this Certificate. WE are not responsible for the validity of any assignment. When WE record the assignment, it will take effect as of the date YOU signed the assignment, subject to any payment previously made by US or any other action WE took before recording the assignment.

### REPORT TO OWNER

At least once each year, WE will provide a report in connection with this Certificate. The report will tell YOU the ACCOUNT VALUE and CASH SURRENDER VALUE as of the beginning and end of the reporting period. It will also give YOU any other facts required by state law or regulations.



## GROUP DEFERRED ANNUITY POLICY RIDER

To be attached and made part of the POLICY

POLICYHOLDER

POLICY EFFECTIVE DATE

POLICY NUMBER

CONTRACT STATE

RIDER NUMBER

TRUSTEE OF THE ABC ANNUITY TRUST

JANUARY 1, 2006

IA-XX (the "Policy")

YOUR STATE

1

NEW YORK LIFE agrees that the POLICY is changed as of the Policy Effective Date, as follows:

The definition of ELIGIBLE MEMBER is replaced by the following:

ELIGIBLE MEMBER means a person who is: (a) a member of the ABC Association or a full time employee of such member; (b) under age 65; and (c) a legal resident of the fifty states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, or the United States Virgin Islands.



Secretary



President

\_\_\_\_\_  
Countersignature

Accepted

Date \_\_\_\_\_

\_\_\_\_\_  
(Full or Corporation Name)

Witness \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title)



New York Life Insurance and Annuity Corporation  
51 Madison Avenue, New York, NY 10010

## **CERTIFICATE RIDER**

to be attached to and made a part of the BASE CERTIFICATE

### **AARP UNEMPLOYMENT SURRENDER CHARGE REDUCTION RIDER (GROUP DEFERRED ANNUITY RIDER)**

DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS OF THIS RIDER AND THE BASE CERTIFICATE.

**[The benefit described in this Certificate Rider is not available if any OWNER has attained age [86] on the ISSUE DATE.]**

#### **UNEMPLOYMENT SURRENDER CHARGE REDUCTION**

If YOU qualify, this Surrender Charge reduction allows YOU to elect to increase the Penalty Free Percentage as shown on the Individual Schedule of Benefits to [50%], and may only be elected once while the BASE CERTIFICATE is in force. This one-time election only applies for a single PARTIAL SURRENDER or Full Surrender.

To qualify for this Surrender Charge reduction:

- a) the BASE CERTIFICATE must have completed its initial CERTIFICATE YEAR; and
- b) the ACCOUNT VALUE must be at least \$5,000; and
- c) an OWNER must have become unemployed after the EFFECTIVE DATE; and
- d) such OWNER must be currently receiving state unemployment benefits and have been receiving such benefits for at least sixty (60) consecutive days.

#### **PROOF OF UNEMPLOYMENT**

To qualify as unemployed for this Surrender Charge reduction, an OWNER must submit a determination letter from the applicable state's Department of Labor. This letter must indicate that such OWNER qualifies for and has been receiving the unemployment benefits described above.

### **DEFINITIONS**

#### **BASE CERTIFICATE**

BASE CERTIFICATE means the Certificate to which this Certificate Rider is attached. The BASE CERTIFICATE represents the coverage under the POLICY as described therein.

Secretary

President



New York Life Insurance and Annuity Corporation  
51 Madison Avenue, New York, NY 10010

## CERTIFICATE RIDER

to be attached to and made a part of the BASE CERTIFICATE

### AARP LIVING NEEDS BENEFIT RIDER (GROUP DEFERRED ANNUITY RIDER)

**DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS OF THIS RIDER AND THE BASE CERTIFICATE.**

**[The benefit described in this Certificate Rider is not available if any OWNER has attained age [86] on the ISSUE DATE.]**

**WAIVER OF  
SURRENDER  
CHARGE BENEFIT**

This benefit, subject to terms of this Rider, will waive the Surrender Charge for each PARTIAL SURRENDER or Full Surrender YOU elect, if YOU qualify for this benefit at the time of such surrender.

For a PARTIAL SURRENDER or Full Surrender to qualify for this benefit:

- a) the BASE CERTIFICATE must have completed its initial CERTIFICATE YEAR; and
- b) the ACCOUNT VALUE must be at least \$5,000; and
- c) an OWNER must have had a QUALIFYING EVENT.

WE reserve the right, at the time YOU request the PARTIAL SURRENDER or Full Surrender, to require satisfactory proof that YOU have had a QUALIFYING EVENT or to have YOU examined by a licensed physician of OUR choice, at OUR expense.

**PROOF OF A HCF  
CONFINEMENT**

For a HEALTH CARE FACILITY (HCF) QUALIFYING EVENT, satisfactory proof must be a certification by a licensed physician or the HEALTH CARE FACILITY administrator.

**PROOF OF  
TERMINAL  
ILLNESS**

For a TERMINAL ILLNESS QUALIFYING EVENT, satisfactory proof must be a certification by a licensed physician.

**PROOF OF SOCIAL  
SECURITY  
DISABILITY**

For a Social Security Disability QUALIFYING EVENT, satisfactory proof must be a copy of the form or letter that confirms receipt and approval of the OWNER's claim for Social Security Disability Benefits. WE may require proof of continued disability on the date of each PARTIAL SURRENDER or Full Surrender.

### DEFINITIONS

**BASE  
CERTIFICATE**

BASE CERTIFICATE means the Certificate to which this Certificate Rider is attached. The BASE CERTIFICATE represents the coverage under the POLICY as described therein.

**HEALTH CARE  
FACILITY (HCF)**

A Health Care Facility is a state licensed/certified nursing home or a state licensed/certified assisted living facility.

**QUALIFYING  
EVENT**

An OWNER, after the ISSUE DATE: a) is enrolled and living in a HEALTH CARE FACILITY for sixty (60) consecutive days; or b) is diagnosed with a TERMINAL ILLNESS by a licensed physician; or c) qualifies for Social Security Disability.

**TERMINAL  
ILLNESS**

A medical condition where the patient has a life expectancy of twelve (12) months or less.

Secretary

President

# MEMBER ENROLLMENT FORM

ABC LOGO

Request for Group Annuity • ABC Select 5 Fixed Annuity

New York Life Insurance and Annuity Corporation

Please reply by: MM/DD/YYYY

[XXXXXXX]

## 1. Applicant Information (Please complete in ink)

Mr. Sample C Sample  
123 SP  
Atlanta, GA 30303

ABC Membership No. 000000000  
Date of Birth: XX/XX/XXXX

Social Security No. (Must be provided)

-   -

Telephone No.

(      )

Gender:

Male

## 2. What is the amount of your annuity premium? (Check only one amount)

I wish to submit a one-time premium payment to the ABC Annuity Program

☐ \$20,000    ☐ \$50,000    ☐ \$100,000    ☐ Other \$ \_\_\_\_\_ (\$5,000 minimum)

## 3. How would you like to pay for your annuity?

☐ CHECK/Savings (Enclosed a check, payable to New York Life Insurance and Annuity Corporation)

☐ Funding Through a transfer (Please check the type of fund you will use.)

☐ Certificate of Deposit (Maturity Date \_\_\_\_/\_\_\_\_/\_\_\_\_)

☐ Stocks, Mutual Funds, and/or Brokerage Accounts

☐ Existing Annuity and/or Life Insurance Policy

☐

Other \_\_\_\_\_

If the funds above are from a tax-deferred retirement plan, please check one below:

☐ IRA or IRA Rollover

☐ 401(k), 403(b), 457, or pension plan

☐ Other

Form GPA-DA

Please continue on other side ⇒

Questions? Call 1-800-000-0000

4. **Designate your beneficiary**

The beneficiary will receive any remaining proceeds upon your death. If more than one beneficiary is designated, proceeds will be divided equally unless you indicate a share. Please use a separate sheet of paper for additional beneficiary information or if you wish to name a secondary beneficiary.

Beneficiary Name (Please Print)	Relationship To You	Share
Beneficiary Name (Please Print)	Relationship To You	Share
Beneficiary Name (Please Print)	Relationship To You	Share
Beneficiary Name (Please Print)	Relationship To You	Share

7. **Read and Sign**

FOR ALL APPLICANTS:

Is the annuity applied for intended to replace, discontinue or change any existing life insurance or annuity? ☐ Yes ☐

I represent that I am an AARP member and that all of the statements in this Enrollment Form are complete and true to the best of my knowledge and belief. I understand that I am the Annuitant and Owner of this fixed deferred annuity. I understand that withdrawals may be subject to surrender charges and taxes and withdrawals before age 59 ½ may be subject to a 10% penalty. **Note:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

X \_\_\_\_\_ / /  
Sample A. Sample must sign (Please Do Not Print) Month/Date/Year

SERFF Tracking Number: NYAA-126159251 State: Arkansas  
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 42537  
 Company Tracking Number:  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
 Product Name: Out of State Group - Fixed Deferred Annuity  
 Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> Readability Certification.pdf		
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> Attached under forms tab for approval. <b>Comments:</b>		
<b>Satisfied - Item:</b> Out of State Group Master Documents - FOR REFERENCE ONLY <b>Comments:</b> <b>Attachments:</b> SPDA Source 5.19.pdf LIVING NEEDS BENEFIT POLICY RIDER.pdf UNEMPLOYMENT SURRENDER CHARGE POLICY RIDER.pdf		
<b>Satisfied - Item:</b> Explanation Of Variable <b>Comments:</b> <b>Attachment:</b> SPDA Filing Explanation of Variable.pdf		

SERFF Tracking Number: NYAA-126159251 State: Arkansas  
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 42537  
Company Tracking Number:  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Out of State Group - Fixed Deferred Annuity  
Project Name/Number: /

Item Status: Status  
Date:

Satisfied - Item: Form Listing  
Comments:  
Attachment:  
Forms Listing.pdf

Item Status: Status  
Date:

Satisfied - Item: Certification  
Comments:  
Attachment:  
Arkansas Certification.pdf

Item Status: Status  
Date:

Satisfied - Item: Transmittal  
Comments:  
Attachment:  
AR industry\_rates\_09\_life\_interactive\_trans.pdf



*The Company You Keep®*

**New York Life Insurance Company**  
5505 West Cypress Street Tampa, FL 33607

March 18, 2009

TO: Department of Insurance  
Life & Health Division

RE: New York Life Insurance Company  
Group Annuity Form Filing  
Readability Certification

To Whom It May Concern:

The company has reviewed the enclosed policy forms and certifies that, to the best of its knowledge and belief, each form submitted meets your state's minimum statutory requirements relating to the readability of said forms. Defined terms have been removed prior to scoring. Riders are scored with the base policy or certificate.

A handwritten signature in black ink, reading "Laurie Giuliano".

---

Laurie Giuliano Assistant Secretary





**New York Life Insurance and Annuity Corporation**  
Executive Office- 51 Madison Avenue, New York, NY 10010  
Home Office – Newark, Delaware

<b>POLICYHOLDER</b>	TRUSTEE OF THE AARP ANNUITY TRUST
<b>POLICY EFFECTIVE DATE</b>	[JANUARY 1, 2009]
<b>ANNIVERSARY DATES</b>	[JANUARY 1, 2010 and each subsequent JANUARY 1]
<b>POLICY NUMBER</b>	[DA-XX] (the "Policy")
<b>CONTRACT STATE</b>	DISTRICT OF COLUMBIA

**NEW YORK LIFE** will pay the benefits of the POLICY in accordance with its provisions.

The attached pages are a part of the POLICY.

The POLICY is executed on the Policy Effective Date, which is its date of issue. It is issued in consideration of the payment of the POLICY PREMIUM.

**Right To Examine The Certificate For 30 Days** The CERTIFICATE OWNER will have 30 days from the date of receipt to examine the Certificate. If the CERTIFICATE OWNER does not wish to keep the Certificate, it must be surrendered to NEW YORK LIFE within this period. Upon such surrender, NEW YORK LIFE will return any PREMIUM paid and the annuity will be void from the start.

President

Secretary

**AARP [(PRODUCT NAME)]**  
**(GROUP SINGLE PREMIUM DEFERRED ANNUITY)**

[DA-XX]

[3/1/09]

## TABLE OF CONTENTS

**DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITION PAGE(S)**

	Page
DEFINITIONS .....	[3-4]
FOR AN ANNUITY TO BE ISSUED .....	[5]
For An Annuity To Be Issued	
When An Annuity Takes Effect	
SCHEDULE .....	[6]
GROUP ANNUITY .....	[7-10]
ACCUMULATION PERIOD	
Accumulation of Interest	
Partial Surrenders	
Full Surrender	
Surrender Charges	
Death of An Annuitant	
Death of An Owner	
Payment of Death Benefit	
ANNUITIZATION PERIOD	
Annuity Income Payments	
Death Of An Owner During The Annuitization Period	
CERTIFICATE OWNERSHIP	
Rights Of Ownership	
Change Of Ownership	
BENEFICIARY	
Beneficiary Designation	
Change Of Beneficiary	
Death Of A Beneficiary Receiving Annuity Income Payments	
GENERAL PROVISIONS .....	[11-12]
Acts of the Policyholder	
Annual Dividends	
Assignments	
Conformity With State Laws And/Or Regulations	
Entire Contract	
Errors	
Individual Certificate	
Incontestability Of The Policy	
Incontestability Of The Annuity	
Misstatements	
Policy Changes	
Required Information	
Termination Of Policyholder Status	
POLICY PREMIUM .....	[13]
New York Life's Rights	
STATE REGULATIONS	-
APPLICATION	-

## **DEFINITIONS**

**ACCOUNT VALUE** The greater of: a) the PREMIUM, plus interest credited, less any PARTIAL SURRENDERS; or b) the Nonforfeiture Value.

The Nonforfeiture Value equals 87.5% of the PREMIUM accumulated with interest at the NONFORFEITURE RATE from the date(s) received, minus any NET PARTIAL SURRENDERS accumulated with interest at the NONFORFEITURE RATE from the date(s) of PARTIAL SURRENDER.

Generally, the Nonforfeiture Value will be the greater value only if, over a period time, interest is credited at a rate less than the NONFORFEITURE RATE.

**ANNUITANT(S)** The ELIGIBLE MEMBER(S) whose life(lives) determine(s) the ANNUITY INCOME PAYMENTS in the annuity.

**ANNUITIZATION DATE** The date on which the annuity's first ANNUITY INCOME PAYMENT is to be made.

**ANNUITY INCOME PAYMENTS** Periodic payments NEW YORK LIFE makes on or after the ANNUITIZATION DATE. Payments are made on the monthly, quarterly, semiannual, or annual reoccurrences of the ANNUITIZATION DATE

**APPLICANT** An ELIGIBLE MEMBER who applied for an annuity.

**BENEFICIARY** The person(s) or entity(ies) having the right to receive the death benefit as described in an annuity and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

**CASH SURRENDER VALUE** The amount payable upon a CERTIFICATE OWNER's request for a Full Surrender prior to the ANNUITIZATION DATE. This equals the ACCOUNT VALUE less any applicable Surrender Charges.

**CERTIFICATE ANNIVERSARY** An anniversary of an annuity's EFFECTIVE DATE.

**CERTIFICATE OWNER** The person(s) or entity(ies) with ownership rights of an annuity. When the coverage is issued, the CERTIFICATE OWNER must be an ELIGIBLE MEMBER

**CERTIFICATE YEAR** The initial CERTIFICATE YEAR is a 12-month period beginning on the EFFECTIVE DATE of an annuity. Subsequent CERTIFICATE YEARS begin on each anniversary of an annuity's EFFECTIVE DATE.

**EFFECTIVE DATE** The date the annuity coverage on the ANNUITANT begins.

**ELIGIBLE MEMBER** The person(s) who is: a) a member of AARP; and b) between age 45 and age 95 inclusive, subject to suitability standards including any suitability standards required by law; and c) a legal resident of the fifty states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the United States Virgin Islands.

**INITIAL INTEREST RATE GUARANTEE PERIOD** The period during which the Initial Interest Rate is guaranteed not to change for each annuity.

**ISSUE DATE** The date an annuity Certificate is produced.

**NET PARTIAL SURRENDER** The amount payable to a CERTIFICATE OWNER from a PARTIAL SURRENDER. This equals the PARTIAL SURRENDER amount less any applicable Surrender Charges.

**NEW YORK LIFE** New York Life Insurance and Annuity Corporation.

**NONFORFEITURE RATE** The interest rate, which is, on the ISSUE DATE, equal to the six-month average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the most recent December through May (if the ISSUE DATE is between July 1 and December 31) or the most recent June through November (if the ISSUE DATE is between January 1 and June 30), rounded to the nearest 0.05%, minus 1.25%; however, the NONFORFEITURE RATE will never be less than 1.00% or greater than 3.00%.

**PARTIAL SURRENDER** An amount deducted from the annuity's ACCOUNT VALUE as requested by a CERTIFICATE OWNER. A PARTIAL SURRENDER is also known as a partial withdrawal.

**PAYEE** The recipient(s) of the annuity's ANNUITY INCOME PAYMENTS while an ANNUITANT is living. If no PAYEE is designated, the PAYEE will be the CERTIFICATE OWNER.

**POLICY** Group Policy Number DA-[XX] issued to the Policyholder by NEW YORK LIFE.

**POLICY PREMIUM** The sum of the PREMIUMS from each CERTIFICATE OWNER, which the Policyholder must remit and NEW YORK LIFE must receive for the POLICY to take effect on the Policy Effective Date and/or for the POLICY to continue in force.

POLICY PREMIUM is determined by NEW YORK LIFE. The Policyholder is liable to remit all POLICY PREMIUMS.

**PREMIUM** The payment which must be paid for annuity coverage under the POLICY to take effect on the EFFECTIVE DATE. The PREMIUM is due on the EFFECTIVE DATE.

**QUALIFIED PLAN** A retirement plan under the Internal Revenue Code.

**FOR AN ANNUITY TO BE ISSUED**

**For An Annuity To Take Effect** For the annuity to take effect:

1. if applicable, the ELIGIBLE MEMBER must give NEW YORK LIFE a completed, written request for the annuity on a form satisfactory to NEW YORK LIFE;
2. the ELIGIBLE MEMBER must pay the PREMIUM; and
3. the ANNUITANT must be alive.

**When The Annuity Takes Effect** The annuity takes effect on the EFFECTIVE DATE.

## **SCHEDULE**

For each annuity:  
The minimum PREMIUM is \$[5,000].

## **OPTIONS AVAILABLE**

### **[Single Premium Fixed Deferred Annuity]**

**[Unemployment Surrender Charge Reduction Rider]** For annuities with the Unemployment Surrender Charge Reduction Rider, the Unemployment Surrender Charge Reduction Rider is available.]

**[Living Needs Benefit Rider]** For annuities with the Living Needs Benefit Rider, the Living Needs Benefit Option is available.]

## **GROUP ANNUITY**

### **ACCUMULATION PERIOD**

**ACCUMULATION OF INTEREST** For an annuity, the Initial Interest Rate will apply from the EFFECTIVE DATE through the end of the Initial Interest Rate Guarantee Period. After the Initial Interest Rate Guarantee Period, on each CERTIFICATE ANNIVERSARY, NEW YORK LIFE will declare an interest rate, which will be guaranteed for the CERTIFICATE YEAR beginning on such CERTIFICATE ANNIVERSARY. These declared rates will never be less than the annuity's Guaranteed Minimum Interest Rate.

Interest is credited to the ACCOUNT VALUE daily. Interest rates shown and declared are compounded daily at an effective annual yield. If portions of the PREMIUM are received on different dates, interest is credited on each portion from the date NEW YORK LIFE receives it. Upon the CERTIFICATE OWNER's request, NEW YORK LIFE will inform the CERTIFICATE OWNER of the amount of ACCOUNT VALUE in the annuity.

**PARTIAL SURRENDERS** The CERTIFICATE OWNER may request a PARTIAL SURRENDER. Any PARTIAL SURRENDER must be for at least the Minimum Partial Surrender Amount and must result in an ACCOUNT VALUE which is no less than the Minimum Account Value.

NEW YORK LIFE must receive any written request for a PARTIAL SURRENDER at least thirty (30) days before the ANNUITIZATION DATE.

**FULL SURRENDER** The CERTIFICATE OWNER may request a Full Surrender of the ACCOUNT VALUE at any time before the ANNUITIZATION DATE. Upon Full Surrender, NEW YORK LIFE will pay the CERTIFICATE OWNER the annuity's CASH SURRENDER VALUE and coverage described by the certificate will end.

**SURRENDER CHARGES** When applicable, the Surrender Charge will be the percentage for the current CERTIFICATE YEAR multiplied by the portion of the amount surrendered that is not described below as being free from Surrender Charge.

For each PARTIAL SURRENDER or Full Surrender, the amount of each annuity's ACCOUNT VALUE that is free of Surrender Charge is the greatest of:

- a) the annuity's Penalty Free Percentage multiplied by the annuity's ACCOUNT VALUE at the beginning of the CERTIFICATE YEAR (or this percentage multiplied by the PREMIUM if such surrender is made in the first CERTIFICATE YEAR), less the portions of any prior PARTIAL SURRENDERS made during the CERTIFICATE YEAR that were free of Surrender Charge; or
- b) the annuity's Penalty Free Percentage multiplied by the ACCOUNT VALUE at the time such surrender, less the portions of any prior PARTIAL SURRENDERS made during the CERTIFICATE YEAR that were free of Surrender Charge; or
- c) the amount of all PARTIAL SURRENDERS taken under the RMD Automated Option during the CERTIFICATE YEAR, less the portions of any prior PARTIAL SURRENDERS made during such year that were free of Surrender Charge; or
- d) if the annuity's PREMIUM is greater than or equal to the Premium Threshold the portion of the ACCOUNT VALUE at the time of such surrender that exceeds the PREMIUM.

**RETURN OF PREMIUM** The annuity's Surrender Charge is limited, however, for each PARTIAL SURRENDER or Full Surrender, to the total interest previously credited to the annuity's ACCOUNT VALUE minus the total Surrender Charges previously applied. This guarantees that the annuity's CASH SURRENDER VALUE provided upon Full Surrender plus any prior NET PARTIAL SURRENDERS will never be less than the PREMIUM.

**RMD Automated Option:** The CERTIFICATE OWNER may elect the RMD Automated Option. This option provides for the calculation and automatic processing of the Required Minimum Distribution (RMD) under certain QUALIFIED PLANS pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is an amount that the IRS requires the owners of certain QUALIFIED PLANS to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the CERTIFICATE OWNER attains age 70½.

**DEATH OF AN ANNUITANT** If an ANNUITANT who is not a CERTIFICATE OWNER dies before the ANNUITIZATION DATE, when NEW YORK LIFE receives proof of death, the CERTIFICATE OWNER, or the first CERTIFICATE OWNER named if the annuity is jointly owned, will become the ANNUITANT of the annuity. If the CERTIFICATE OWNER, or the first CERTIFICATE OWNER named if an annuity is jointly owned, is not a natural person, NEW YORK LIFE will pay the death benefit to the BENEFICIARY. The death benefit is an amount equal to the ACCOUNT VALUE as of the date of the ANNUITANT's death.

**DEATH OF A CERTIFICATE OWNER** If a CERTIFICATE OWNER dies before the ANNUITIZATION DATE, when NEW YORK LIFE receives proof of death, NEW YORK LIFE will pay the death benefit to the BENEFICIARY. The death benefit is an amount equal to the annuity's ACCOUNT VALUE as of the date of the CERTIFICATE OWNER's death.

However, if the deceased CERTIFICATE OWNER's surviving spouse is the sole primary BENEFICIARY, this BENEFICIARY may elect, in writing, subject to certain limitations as required for QUALIFIED PLANS, to continue the annuity by becoming the new CERTIFICATE OWNER. If the deceased CERTIFICATE OWNER was an ANNUITANT, the new CERTIFICATE OWNER will also become the new ANNUITANT. If the new CERTIFICATE OWNER elects to continue the annuity, no death benefit will be paid as a result of this death.

**PAYMENT OF DEATH BENEFIT** Upon receiving proof of death and all claim information, NEW YORK LIFE will pay to each BENEFICIARY their share of the death benefit. These proceeds earn interest computed daily from the date of death to the date of payment. NEW YORK LIFE sets the interest rate each year. This rate will not be less than the rate required by law.

Payment will be made in a single sum, unless the CERTIFICATE OWNER, during his or her lifetime, elects a different payment option that NEW YORK LIFE may have available. If the CERTIFICATE OWNER does not elect a payment option, the BENEFICIARY may do so after NEW YORK LIFE determines their eligibility for the death benefit.

Any payment option must either: a) result in full payment of the death benefit within five (5) years from the date of death; or b) be placed in a payment option for the life of the BENEFICIARY or for a number of years that is not more than the BENEFICIARY's life expectancy (as determined for federal tax purposes), with the such payments beginning within one year from the date of death.

### **ANNUITIZATION PERIOD**

**ELECTION OF ANNUITY INCOME PAYMENTS** If an annuity is in force on the ANNUITIZATION DATE, NEW YORK LIFE will begin making ANNUITY INCOME PAYMENTS. Unless otherwise selected, payments will be made monthly under the Life with Cash Refund option. As described below, the Life with Cash Refund option may provide a single payment upon the death of the last surviving ANNUITANT. Other options may be available for selection. Such options may provide that ANNUITY INCOME PAYMENTS continue after all ANNUITANTS have died, up to a minimum total number or amount of ANNUITY INCOME PAYMENTS specified by the option.

At any time, at least one month before the ANNUITIZATION DATE, the CERTIFICATE OWNER may elect in writing to change the income payment frequency and option to any frequency and option NEW YORK LIFE currently has available. Once ANNUITY INCOME PAYMENTS begin, this income payment selection may not be changed.

If NEW YORK LIFE agrees, the ANNUITIZATION DATE may be changed. To request a change, the CERTIFICATE OWNER must notify NEW YORK LIFE in writing at least one month before the ANNUITIZATION DATE. The ANNUITANT's age on the ANNUITIZATION DATE may not be greater than the age required by law. If the ACCOUNT VALUE on the ANNUITIZATION DATE is an amount that would provide ANNUITY INCOME PAYMENTS of less than \$20 per month, NEW YORK LIFE will pay the CERTIFICATE OWNER the CASH SURRENDER VALUE in a single sum in lieu of making any ANNUITY INCOME PAYMENTS.

While an ANNUITANT is living, payments will be made to the PAYEE; thereafter, any remaining payments due will be made to the BENEFICIARY. NEW YORK LIFE may require proof of the ANNUITANT's date of birth before ANNUITY INCOME PAYMENTS begin. NEW YORK LIFE may periodically require proof that the ANNUITANT(S) are alive as a condition for ANNUITY INCOME PAYMENTS.



**LIFE WITH CASH REFUND OPTION** Under this income payment option, payments from an annuity will be made periodically as selected, beginning on the ANNUITIZATION DATE and continuing as long as an ANNUITANT is living. Upon the death of the last surviving ANNUITANT, if the total of all ANNUITY INCOME PAYMENTS made is less than the ACCOUNT VALUE on the ANNUITIZATION DATE, this difference will be paid in a single sum.

**CALCULATION OF ANNUITY INCOME PAYMENTS** On an annuity's ANNUITIZATION DATE, NEW YORK LIFE will determine the amount of each ANNUITY INCOME PAYMENT by applying the ACCOUNT VALUE to the income payment rate currently in effect.

Income payment rates are based on the gender and adjusted age of the ANNUITANT(S). Adjusted age for each ANNUITANT is determined as shown in the table below based on the ANNUITANT's age on the ANNUITIZATION DATE.

<u>Calendar Year of ANNUITIZATION DATE</u>	<u>Adjusted Age</u>
2009 – 2015	Age
2016 – 2025	Age minus 1
2026 – 2035	Age minus 2
2036 and Later	Age minus 3

Minimum monthly income payment rates are shown in the table below for the Life with Cash Refund option with one ANNUITANT.

Life with Cash Refund; Monthly Payments, One ANNUITANT					
Minimum Monthly Payment per \$1,000 of ACCOUNT VALUE					
Adjusted Age	Male	Female	Adjusted Age	Male	Female
45	\$2.54	\$2.38	71	\$4.29	\$3.96
46	2.57	2.42	72	4.41	4.07
47	2.61	2.45	73	4.53	4.19
48	2.65	2.49	74	4.67	4.31
49	2.70	2.53	75	4.80	4.44
50	2.74	2.57	76	4.95	4.57
51	2.79	2.61	77	5.10	4.72
52	2.84	2.65	78	5.27	4.87
53	2.89	2.69	79	5.44	5.03
54	2.94	2.74	80	5.62	5.21
55	2.99	2.79	81	5.82	5.39
56	3.05	2.84	82	6.03	5.59
57	3.11	2.89	83	6.25	5.80
58	3.17	2.95	84	6.48	6.02
59	3.24	3.00	85	6.74	6.27
60	3.30	3.07	86	7.01	6.53
61	3.37	3.13	87	7.31	6.81
62	3.45	3.19	88	7.64	7.12
63	3.52	3.26	89	8.00	7.45
64	3.61	3.34	90	8.39	7.82
65	3.69	3.41	91	8.82	8.21
66	3.78	3.49	92	9.29	8.64
67	3.87	3.58	93	9.82	9.12
68	3.97	3.67	94	10.40	9.64
69	4.07	3.76	95	11.06	10.22
70	4.18	3.86			

For any option selected, the amount of each ANNUITY INCOME PAYMENT will not be less than an amount based on the 1983 Individual Annuity Mortality Table *a* with 30 years of Projection Scale G factors for the first 12-month period beginning on the ANNUITIZATION DATE with an additional year of Projection Scale G factors applied on each subsequent anniversary of the ANNUITIZATION DATE, with interest compounded each year at one and one half percent (1.5%).

**DEATH OF A CERTIFICATE OWNER DURING THE ANNUITIZATION PERIOD** Unless otherwise provided, if a CERTIFICATE OWNER dies after the ANNUITIZATION DATE: a) if the annuity is jointly owned, ownership will remain with the surviving CERTIFICATE OWNER(S); b) otherwise, the BENEFICIARY will become the new CERTIFICATE OWNER.

## **OWNERSHIP**

**RIGHTS OF OWNERSHIP** The CERTIFICATE OWNER has all rights of ownership in an annuity. These rights also include the right to name the PAYEE and designate the BENEFICIARY. If an annuity is not a QUALIFIED PLAN, the CERTIFICATE OWNER may also name a new CERTIFICATE OWNER or assign the CERTIFICATE OWNER's interest in an annuity. If an annuity is jointly owned, these rights must be exercised jointly. However, all rights of ownership end at the death of a CERTIFICATE OWNER.

**CHANGE OF OWNERSHIP** If an annuity is not a QUALIFIED PLAN, the CERTIFICATE OWNER may change the CERTIFICATE OWNER of an annuity to a new CERTIFICATE OWNER by submitting a written request on a form satisfactory to NEW YORK LIFE. When NEW YORK LIFE records a change, it will take effect as of the date the CERTIFICATE OWNER signed the request, subject to any action NEW YORK LIFE took before recording the change. When this change takes effect, all rights of ownership in the annuity will pass to the new CERTIFICATE OWNER. Changing the CERTIFICATE OWNER does not change the ANNUITANT(S) or the BENEFICIARY.

## **BENEFICIARY**

**BENEFICIARY DESIGNATION** The CERTIFICATE OWNER may name more than one BENEFICIARY for an annuity. Multiple BENEFICIARIES may be classified as first, second, and so on. If two or more BENEFICIARIES are named in a class, their shares may be stated. Any amounts payable will be applied to any BENEFICIARY classified as first who survives the "CERTIFICATE OWNER/ANNUITANT". If no BENEFICIARY classified as first survives the "CERTIFICATE OWNER/ANNUITANT", payments will be made to any surviving BENEFICIARY in the second class, and so on. If no BENEFICIARY survives the "CERTIFICATE OWNER/ANNUITANT", any remaining payments will be made to the CERTIFICATE OWNER's estate. If ANNUITY INCOME PAYMENTS remain to be paid from the income payment option selected, their present value will be paid in a single sum to the CERTIFICATE OWNER'S estate. This value will be determined using the applicable interest rate(s) from the calculation of the ANNUITY INCOME PAYMENTS, and will always be less than the total of those payments. Those who survive in the same class have an equal share to the extent possible in any amount payable, unless the shares are stated otherwise.

If any BENEFICIARY dies at the same time as the "CERTIFICATE OWNER/ANNUITANT", or within fifteen (15) days after such death, but before NEW YORK LIFE receives proof of death and all claim information, NEW YORK LIFE will pay any amount payable as though such BENEFICIARY died first.

As used above: a) during the Accumulation Period, "CERTIFICATE OWNER/ANNUITANT", is the deceased CERTIFICATE OWNER or ANNUITANT whose death results in the payment of the death benefit; and b) during the Annuitization Period, "CERTIFICATE OWNER/ANNUITANT" is the deceased CERTIFICATE OWNER or ANNUITANT whose death results in the BENEFICIARY becoming the CERTIFICATE OWNER or receiving ANNUITY INCOME PAYMENTS.

**CHANGE OF BENEFICIARY** The CERTIFICATE OWNER may change a revocable BENEFICIARY designation by submitting a written request on a form satisfactory to NEW YORK LIFE. When NEW YORK LIFE records a change, it will take effect as of the date the CERTIFICATE OWNER signed the request, subject to any payment NEW YORK LIFE made or action NEW YORK LIFE took before recording the change.

**DEATH OF A BENEFICIARY RECEIVING ANNUITY INCOME PAYMENTS** If a BENEFICIARY who is receiving ANNUITY INCOME PAYMENTS dies, remaining ANNUITY INCOME PAYMENTS for the annuity will be paid to those BENEFICIARIES in the same class who are alive when each payment becomes due. If the sole BENEFICIARY in a class to receive ANNUITY INCOME PAYMENTS dies, remaining ANNUITY INCOME PAYMENTS will be paid to those in the next class who are alive when each payment becomes due, and so on. If no BENEFICIARY is alive, the present value of any remaining ANNUITY INCOME PAYMENTS will be paid in a single sum to the estate of the BENEFICIARY who dies last. The present value of any remaining ANNUITY INCOME PAYMENTS is always less than the total of those payments.

## **GENERAL PROVISIONS**

**Acts Of The Policyholder** The Policyholder acts on its own behalf or on behalf of the ELIGIBLE MEMBERS, CERTIFICATE OWNERS and the ANNUITANTS. Under no circumstances may the Policyholder act on behalf of NEW YORK LIFE without a written authorization. NEW YORK LIFE will rely upon the acts of the Policyholder.

**Annual Dividends** This POLICY does not offer dividends.

**Assignments** The CERTIFICATE OWNER may assign the annuity or any interest in it if it is not a QUALIFIED PLAN. If CERTIFICATE OWNER does this, the CERTIFICATE OWNER's interest, and anyone else's is subject to that of the assignee. As OWNER, the CERTIFICATE OWNER retains the Rights of Ownership that have not been assigned. An assignee may not change the CERTIFICATE OWNER, BENEFICIARY, or PAYEE, or the income payment option.

The CERTIFICATE OWNER must provide NEW YORK LIFE with a copy of any assignment of the annuity. NEW YORK LIFE is not responsible for the validity of any assignment. When NEW YORK LIFE records the assignment, it will take effect as of the date the CERTIFICATE OWNER signed the assignment, subject to any ANNUITY INCOME PAYMENT previously made by NEW YORK LIFE or any other action NEW YORK LIFE took before recording the assignment.

**Conformity With State Law** Any provision of the POLICY which is in conflict with any law and/or regulation of the Contract State or any applicable extraterritorial law and/or regulation of any other state in which the ANNUITANT and/or CERTIFICATE OWNER is a resident, is amended to conform to the minimum requirements of such law and/or regulation.

**Entire Contract** The contract consists of the: (a) POLICY; (b) attached Application of the Policyholder; and (c) if any, the signed, written requests for an annuity. Statements made by the Policyholder in the Application and by an APPLICANT in a request for an annuity are representations, not warranties.

**Errors** Errors, or delays in keeping records, by NEW YORK LIFE will: (a) not revoke coverage otherwise in force; (b) not continue coverage which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

**Individual Certificate** NEW YORK LIFE will issue an individual Certificate to be given to a CERTIFICATE OWNER. Such Certificate will state: (a) the amount of the annuity for the ANNUITANT; (b) the essential features of the annuity; and (c) to whom benefits are payable. Any conflict between the terms of the individual Certificate and the POLICY will be decided in favor of the POLICY.

**Incontestability of the Policy** The POLICY is not contestable after the Policy Effective Date.

**Incontestability of the Annuity** NEW YORK LIFE cannot contest the validity of the annuity after it has been in force for two years prior to the contest under the POLICY during the CERTIFICATE OWNER's lifetime. To contest, NEW YORK LIFE will only rely upon written statements signed by the ELIGIBLE MEMBER in applying for such coverage under the POLICY that are material misrepresentations. A copy of all such written statements will be furnished to such person or, after the BENEFICIARY becomes entitled to payment, to the BENEFICIARY. If no request for coverage was signed, the annuity will not be contested on the basis of any information that would generally be contained in such request. Such statements are representations, not warranties.

**Misstatements** If relevant statements of age or facts were not accurate for any person: (a) a fair adjustment of remittances and/or coverage will be made; and (b) based upon the facts, New York Life will decide whether, and what, coverage is valid under the POLICY. If a date of birth or gender is incorrect but such person would have qualified as an ELIGIBLE MEMBER on the ISSUE DATE, NEW YORK LIFE will adjust the annuity's data and values to be what they would have been with the correct date of birth and gender. If payments were made based on an incorrect date of birth or gender, NEW YORK LIFE will increase or reduce later payments to adjust for the error. Any adjustment will include interest, at three percent (3%) per year, from the date of the incorrect payments to the date the adjusted payments are made.

**Policy Changes** The POLICY can be changed when not prohibited by the laws of the state in which the POLICY is issued: (a) at any time by written agreement between NEW YORK LIFE and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the POLICY. Such amendment must be signed by the Policyholder and NEW YORK LIFE. The POLICY may also be changed by NEW YORK LIFE by amendment to the POLICY and without the consent of the Policyholder or any other person if such amendment is signed by NEW YORK LIFE and: (a) results from the exercise of a right reserved to NEW YORK LIFE in the POLICY; or (b) is issued to conform to any law and/or regulation which, in NEW YORK LIFE's sole judgment, applies to the coverage under the POLICY. No agent of NEW YORK LIFE can make or change the POLICY or waive any of its provisions.

POLICY changes will not apply to annuities in effect before the date of the POLICY change unless: (1) the POLICY change is agreed to by the CERTIFICATE OWNER; or (2) the POLICY change is required to conform to a law and/or regulation.

**Required Information** The Policyholder must furnish NEW YORK LIFE: (a) all information with regard to the POLICY that may reasonably be required; and (b) access to all records that may have a bearing on PREMIUMS, POLICY PREMIUMS and benefits. Such access will extend after the termination of the POLICY.

**Report to Owner** At least once each year, NEW YORK LIFE will provide a report in connection with an annuity. The report will tell the CERTIFICATE OWNER the ACCOUNT VALUE and CASH SURRENDER VALUE as of the beginning and end of the reporting period. It will also give the CERTIFICATE OWNER any other facts required by state law or regulations.

**Termination Of Policyholder Status** The Policyholder may terminate its status as the Policyholder in accordance with the following:

1. The Policyholder may terminate its status as the Policyholder only on an Anniversary Date on or after January 1, 2014 by giving written notice to NEW YORK LIFE at least 12 months in advance; or
2. The Policyholder's status as the Policyholder will be automatically terminated in accordance with the following:  
A grace period of 31 days will be granted to the Policyholder for the payment of each POLICY PREMIUM due other than the first POLICY PREMIUM. During the grace period, the POLICY will continue in force. If any POLICY PREMIUM is not paid before the end of the grace period, the Policyholder's status as the Policyholder will be automatically terminated. The Policyholder will be liable to New York Life for all unpaid POLICY PREMIUM for the period during which the Policyholder retained the status as the Policyholder.

Termination of Policyholder status does not affect any coverage for an ANNUITANT with an EFFECTIVE DATE that precedes the date the POLICY terminates.

## **POLICY PREMIUM**

The POLICY PREMIUM due under the POLICY that applies to each annuity is based on the amount selected by the APPLICANT, subject to our rules and practices.

**New York Life's Rights** NEW YORK LIFE can change prospectively any method used to compute the POLICY PREMIUM due under the POLICY, subject to agreement between the Policyholder and NEW YORK LIFE. The change in PREMIUM will not apply to annuities in effect before the date the change of PREMIUM is effective.

NEW YORK LIFE may, out of the POLICY PREMIUM, pay a reasonable fee to the Policyholder. This may be paid as consideration for: its endorsement of the Plan, intellectual property rights, mailing lists of ELIGIBLE MEMBERS, and other matters related to development, administration, and promotion of sales among the membership.

**APPLICATION TO**  
**NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**  
[51 Madison Avenue]  
[New York, New York 10010]

**POLICY NUMBER** [DA-XX]  
**POLICYHOLDER** [TRUSTEE OF THE AARP ANNUITY TRUST]  
**ADDRESS** [601 E. STREET, N.W.]  
[WASHINGTON, D.C. 20049]

The Policyholder hereby applies to NEW YORK LIFE for the annuity described in the POLICY and it approves and accepts all the terms and conditions of the POLICY.

This replaces any prior application by the Policyholder for this POLICY.

\_\_\_\_\_  
DATED AT

\_\_\_\_\_  
DATED ON

\_\_\_\_\_  
SIGNED FOR THE POLICYHOLDER BY (Signature and Title)

**Note:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

[(This copy to be attached to the POLICY)]

[DA-XX]

[3/1/09]

## **ILLINOIS REGULATIONS**

The following applies to Illinois residents:

### **Complaint Notice**

If you have a complaint concerning your group insurance plan, you may write to New York Life or to the Illinois Department Of Insurance. In this regard, Section 143c of the Illinois Insurance Code requires notification of the following addresses:

The Office Of Corporate Responsibility  
New York Life Insurance Company  
51 Madison Avenue  
New York, New York 10010

Illinois Department Of Insurance  
Consumer Division  
320 West Washington Street  
Springfield, Illinois 62767

Illinois Department Of Insurance  
Consumer Division  
100 W. Randolph Street, Suite 15-100  
Chicago, Illinois 60601

Correspondence about your plan should include the Plan Number or Policy Number and the name of the employer or Policyholder to whom the plan has been issued.



New York Life Insurance and Annuity Corporation  
51 Madison Avenue, New York, NY 10010

## POLICY RIDER

to be attached to and made a part of the POLICY

### AARP LIVING NEEDS BENEFIT RIDER (GROUP DEFERRED ANNUITY RIDER)

**DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS OF THIS RIDER AND THE POLICY.**

**[The benefit described in this POLICY Rider is not available if any CERTIFICATE OWNER has attained age [86] on the ISSUE DATE.]**

**WAIVER OF  
SURRENDER  
CHARGE BENEFIT**

This benefit, subject to terms of this Rider, will waive the Surrender Charge for each PARTIAL SURRENDER or Full Surrender a CERTIFICATE OWNER elects, if the CERTIFICATE OWNER qualifies for this benefit at the time of such surrender from the annuity.

For a PARTIAL SURRENDER or Full Surrender to qualify for this benefit:

- a) the annuity must have completed its initial CERTIFICATE YEAR; and
- b) the annuity's ACCOUNT VALUE must be at least \$5,000; and
- c) a CERTIFICATE OWNER must have a QUALIFYING EVENT.

NEW YORK LIFE reserves the right, at the time the CERTIFICATE OWNER requests the PARTIAL SURRENDER or Full Surrender, to require satisfactory proof that the CERTIFICATE OWNER has a QUALIFYING EVENT or to have the CERTIFICATE OWNER examined by a licensed physician of NEW YORK LIFE's choice, at NEW YORK LIFE's expense.

**PROOF OF A HCF  
CONFINEMENT**

For a HEALTH CARE FACILITY (HCF) QUALIFYING EVENT, satisfactory proof must be a certification by a licensed physician or the HEALTH CARE FACILITY administrator.

**PROOF OF  
TERMINAL  
ILLNESS**

For a TERMINAL ILLNESS QUALIFYING EVENT, satisfactory proof must be a certification by a licensed physician.

**PROOF OF SOCIAL  
SECURITY  
DISABILITY**

For a Social Security Disability QUALIFYING EVENT, satisfactory proof must be a copy of the form or letter that confirms receipt and approval of the CERTIFICATE OWNER's claim for Social Security Disability Benefits. NEW YORK LIFE may require proof of continued disability on the date of each PARTIAL SURRENDER or Full Surrender.

### DEFINITIONS

**HEALTH CARE  
FACILITY (HCF)**

A Health Care Facility is a state licensed/certified nursing home or a state licensed/certified assisted living facility.

**QUALIFYING  
EVENT**

An OWNER, after the ISSUE DATE: a) is enrolled and living in a HEALTH CARE FACILITY for sixty (60) consecutive days; or b) is diagnosed with a TERMINAL ILLNESS by a licensed physician; or c) qualifies for Social Security Disability.

**TERMINAL  
ILLNESS**

A medical condition where the patient has a life expectancy of twelve (12) months or less.

Secretary

President





New York Life Insurance and Annuity Corporation  
51 Madison Avenue, New York, NY 10010

## POLICY RIDER

to be attached to and made a part of the POLICY

### AARP UNEMPLOYMENT SURRENDER CHARGE REDUCTION RIDER (GROUP DEFERRED ANNUITY RIDER)

DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS OF THIS RIDER AND THE POLICY.

**[The benefit described in this POLICY Rider is not available if any CERTIFICATE OWNER has attained age [86] on the ISSUE DATE.]**

#### UNEMPLOYMENT SURRENDER CHARGE REDUCTION

If the CERTIFICATE OWNER qualifies, the Surrender Charge reduction allows the CERTIFICATE OWNER to elect to increase the Penalty Free Percentage of the annuity to [50%], and may only be elected once while the annuity is in force. This one-time election only applies for a single PARTIAL SURRENDER or Full Surrender.

To qualify for this Surrender Charge reduction:

- a) the annuity must have completed its initial CERTIFICATE YEAR; and
- b) the annuity's ACCOUNT VALUE must be at least \$5,000; and
- c) a CERTIFICATE OWNER must have become unemployed after the EFFECTIVE DATE; and
- d) such CERTIFICATE OWNER must be currently receiving state unemployment benefits and have been receiving such benefits for at least sixty (60) consecutive days.

#### PROOF OF UNEMPLOYMENT

To qualify as unemployed for this Surrender Charge reduction, a CERTIFICATE OWNER must submit a determination letter from the applicable state's Department of Labor. This letter must indicate that such CERTIFICATE OWNER qualifies for and has been receiving the unemployment benefits described above.

Secretary

President

## **GENERAL STATEMENTS PERTAINING TO THE USE AND PURPOSE OF THESE FORMS**

Each group plan written on these forms will qualify as an authorized group in the state of delivery. No variable provision will contain any language that is not completely in compliance with the applicable statutes, rules and regulations of the state of delivery, either in the body of the policy and/or certificate or on the State Regulations page(s).

Additions and modifications will be made within the marked variable (including grey, boxed or bracketed material), except as stated in the following Explanation Of Format, Punctuation and Terminology section.

Upon approval, these forms may be used in combination with other approved general, limited general or one case forms; e.g.; GMR series, etc. by New York Life Insurance Company and/or New York Life Insurance and Annuity Corporation.

### **EXPLANATION OF FORMAT, PUNCTUATION AND TERMINOLOGY**

The format, punctuation and terminology shown for the most part as fixed text, represent our standard approach. However such format, punctuation and terminology may be modified or deleted; for example:

1. Policyholder references may be replaced by Association, Trustee, etc., as appropriate within the context of a given circumstance;
2. References to New York Life may be replaced by “We”, “Us”, or “The Company”;
3. References to Certificate Owner may be replaced by “You”, “Yours”, “Owner”, “Annuity Owner” or similar term;
4. Within the Certificate, references to Certificate may be replaced by “Annuity” or similar term when referencing the coverage;
5. All page titles may be double underlined and/or bold, and titles, lead paragraphs and all other provisions of these pages may be modified to reflect the applicable line(s) of insurance and plan design;
6. Defined terms may be initial capitalized rather than all capitalized;
7. Signatures of company officers will appear as appropriate;
8. Connective words and phrases, which serve the grammatical purpose of meaningful continuity and do not affect the description of the payment of benefits or other terms or conditions or the group policy and certificate affecting a person’s coverage, may be modified as the sense demands, when other variable material changes. Such connective wording will not be ambiguous or deceptive;
9. The Certificate may be formatted to decrease the number of pages by including more than one provision on a page to save printing and mailing costs. If multiple provisions are written on one page, they will indicate the form code and unique identifier.

### **GENERAL EXPLANATION OF VARIABLE**

All names, dates, and other numbers are illustrative and will vary from group to group. Each group policy will have its own unique group number, effective date, address, and contract state.

The form may appear with a unique identifying code placed above the form code in the bottom left hand corner of the page. This code may be used to identify a specific Policyholder or Plan Type written on these forms. Pages in the certificate that have been modified for state compliance within the variable will be identified within the code, i.e. DA-01-TX. The date on the lower right hand corner may be deleted or may reflect different or additional information; e.g., rider number and date.

Page numbers will generally be included.

## **ADDITIONAL EXPLANATION OF VARIABLE BY PAGE SETS**

### **Face Page: Form GMR-DAN-P-FACE**

The Policy Effective Date, Anniversary Date and Policy Number will vary for each policy issued;

The descriptive title of the annuity plan will vary to match the product design selected by the Policyholder.

### **Table Of Contents: Form GMR-DAN-P-TABLE**

Page numbers will vary depending on the layout of the policy form.

### **For An Annuity To Be Issued: Form GMR-DAN-P-TBI**

Requirements and conditions necessary for the annuity to take effect will be stated on this page; the standard requirements are shown.

### **Schedule: Form GMR-DAN-P-S**

The page will represent the minimum and/or maximum amounts of premium required for an annuitant

The page will state the annuity products and options available to eligible members: i.e., AARP Select 5 Fixed Annuity, AARP Preferred Fixed Annuity etc.

This page may also reflect notes about any special administrative arrangements with the Policyholder or about the products and options included under the group policy, etc.

### **Policy Premium: Form GMR-DAN-P-PREM**

The factors that affect the calculation of policy premium due may vary by policyholder or by state requirements.

If applicable, a statement may be added to explain any fees paid to the policyholder.

### **Policy Application Pages: Form GMR-DAN-P-APP**

All names, dates, etc., will vary.

One copy will be attached to the Policy, the other will be returned to New York Life.

### **State Regulations: Form GMR-DAN-P-SR**

This set of pages and/or the provisions of these pages will be included, added to or appropriately modified within the context of the page or deleted from the page to comply with various states' requirements, not otherwise a part of the plan, to provide specific benefits or notices for its residents. This page is used when: (1) the group policy may cover multi-state annuitants rather than annuitants

of only one state; and (2) a state's extraterritorial laws and/or regulations are more liberal or more favorable than the contract state's laws and regulations.

These pages and provisions will reflect our understanding of the current state requirements. It is our intention to add to and/or change these pages and/or provisions when states impose requirements, mandate notices, or when mandates are changed or other mandates are added.

A general State Regulations page (coded GMR-DAN-P-SR) with sections for each state will be used if the policyholder prefers to show all state variations on one page.

The state by state set of pages will be used when the policyholder chooses to show only a particular state's variations as applicable to the insured. In this case, GMR-DAN-P - will precede the two letter state code, i.e. GMR-DAN-P-IL would show only Illinois state variations.

### **Face Page: Form GMR-DAN-C-FACE**

The Product Name, Policy Number, Annuitant(s), Owner(s), Certificate Number, Effective Date, Premium, Initial Interest Rate, Initial Interest Rate Guarantee Period, Nonforfeiture Rate, Type of Funds, Issue Date, Certificate Years, Surrender Charge Percentage, Guaranteed Minimum Interest Rate, Minimum Partial Surrender Amount, Minimum Account Value, Premium Threshold, Penalty Free Percentage, Annuitization Date, Issue State, and Beneficiary Class will vary by product and for each annuitant.

### **Table Of Contents: Form GMR-DAN-C-TABLE**

Page numbers will vary depending on the layout of the certificate form.

### **Policy and/or Certificate Rider Page: Form DA-USCR GMR-DAN and DA LNB GMR-DAN**

The rider disclosure and its attained age will appear as appropriate.

### **Policy and/or Certificate Rider Page: Form GMR-DAN**

This form will be used as a "carrier rider" to replace policy, certificate and/or rider pages and provisions. It will also be used to change wording which was previously filed as variable [e.g.: Definitions; references to Eligible Member; the Policyholder's name; etc.].

Whether used as a policy rider or as a certificate rider, it will state when the change takes effect as appropriate and will always be on an approved form or within the marked variable wording of such form. The rider may also be used as a carrier for approved forms.

When this form is used as a Policy Rider, the form will appear basically as shown.

When this form is used as a Unilateral Policy Rider which results from the exercise of a right reserved to New York Life in the Policy [e.g. when changing the Policy's Premium Calculation Formula], the form will appear basically as shown.

When this form is used as a Certificate Rider, the word "Policy" will be changed to "Certificate" and the form will appear basically as shown.

## **ENROLLMENT FORM SPECIFIC EXAMPLES OF EXPLANATION OF VARIABLE**

Form GPA-DA may be used to enroll for various Annuity products under the AARP Program.

The form contains variable fill-in wording that is used solely within the nature and scope of this filing. The wording on the form is “boxed” to accommodate substantive differences between the various coverages, product name and to facilitate administration of the Program, as well as format and/or cosmetic changes. Additional copy may be added to the top of the form. This copy will be directional in nature and is intended to assist the applicant in completing the form. It may also contain contact information as well as the company website information.

In the enclosed example:

1. The section headings will appear substantially as shown, be omitted or added.
2. Under the “What is the amount of your annuity premium?” section, the various plan options generally appear as shown or the premium amounts and the number of choices of amounts may change. For example, the amounts may be higher or lower, or more or less amounts may be offered. These variables depend on marketing conditions or eligible issue ages.
3. The “How would you like to pay for your annuity?” section may appear as shown or be modified to add or delete funding options.
4. The beneficiary designation will appear as illustrated or it may be modified.
5. The agreement paragraph generally appears as shown. This paragraph may be modified. Modifications may include altering suitability language.
6. If the jurisdiction in which the applicant is a resident does not require a fraud statement to be disclosed, the fraud statement (“Note”) may be deleted.
7. If the product offered is offered as a joint product, required sections will be duplicated. This sections will either directly follow the existing sections or be shown as a side by side section.

***New York Life certifies that all of the changes to Form GPA-DA will be within the scope and nature of the variations described above.***

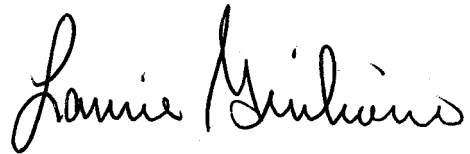
## FORM LISTING

Form Number		Form Title
<u>Master Policy</u>	<u>Certificate</u>	
GMR-DAN-P-FACE	GMR-DAN-C-FACE	Face Page
GMR-DAN-P-TABLE	GMR-DAN-C-TABLE	Table of Contents
GMR-DAN-P-DEF	GMR-DAN-C-DEF	Definitions
GMR-DAN-P-TBI		For An Annuity To Be Issued
GMR-DAN-P-S		Schedule
GMR-DAN-P-GA		Group Annuity
GMR-DAN-P-GEN		General Provisions
GMR-DAN-P-PREM		Policy Premium
GMR-DAN-P-APP		Policyholder Application
GMR-DAN-P-SR		State Regulations
	GMR-DAN-C-AB	Annuity Benefit
	GMR-DAN-C-CO	Certificate Ownership
	GMR-DAN-C-BENE	Beneficiary
	GMR-DAN-C-IN	Important Notice
<b><u>Policy\Certificate Rider</u></b>		
GMR-DAN	GMR-DAN	"Carrier" Rider Form
DA-P-USCR/ GMR-DAN	DA-USCR/ GMR-DAN	Surrender Charge Reduction Rider
DA-P-LNB/ GMR-DAN	DA-LNB/ GMR-DAN	Living Needs Benefit Rider
<b><u>Enrollment Form Number</u></b>		
	GPA-DA	Group Annuity Enrollment Form

## Arkansas Certification

I, Laurie Giuliano, hereby certify the submission of the Group Annuity products GMR-DAN-et al and enrollment form GPA-DA meet the provisions of Ark. Code Ann. 23-79-138, Bulletin 11-88 and Regulation 19s10 as well as all applicable requirements of the Arkansas Department of Insurance.

I also certify that each certificate holder is provided with a Guaranty Association Notice and contact information, including telephone number and address, for New York Life and the Arkansas Department Of Insurance.

A handwritten signature in black ink, reading "Laurie Giuliano". The signature is fluid and cursive, with the first name "Laurie" and last name "Giuliano" clearly distinguishable.

---

Laurie Giuliano, Assistant Secretary

**Life, Accident & Health, Annuity, Credit Transmittal Document**

<b>1.</b>	<b>Prepared for the State of</b>						
<b>2.</b>	<b>Department Use Only</b>						
	<b>State Tracking ID</b>						
<b>3.</b>	<b>Insurer Name &amp; Address</b>	<b>Domicile</b>	<b>Insurer License Type</b>	<b>NAIC Group #</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
<b>4.</b>	<b>Contact Name &amp; Address</b>	<b>Telephone #</b>	<b>Fax #</b>		<b>E-mail Address</b>		
<b>5.</b>	<b>Requested Filing Mode</b>	<input type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____					
<b>6.</b>	<b>Company Tracking Number</b>						
<b>7.</b>	<input type="checkbox"/> New Submission <input type="checkbox"/> Resubmission		Previous file # _____				
<b>8.</b>	<b>Market</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Small      <input type="checkbox"/> Large      <input type="checkbox"/> Small and Large  <input type="checkbox"/> Employer      <input type="checkbox"/> Association      <input type="checkbox"/> Blanket  <input type="checkbox"/> Discretionary      <input type="checkbox"/> Trust  <input type="checkbox"/> Other: _____         </div> </div>					
<b>9.</b>	<b>Type of Insurance</b>						
<b>10.</b>	<b>Product Coding Matrix Filing Code</b>						
<b>11.</b>	<b>Submitted Documents</b>	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> <b><u>FORMS</u></b>  <input type="checkbox"/> Policy  <input type="checkbox"/> Application/Enrollment  <input type="checkbox"/> Schedule of Benefits         </div> <div> <input type="checkbox"/> Outline of Coverage  <input type="checkbox"/> Rider/Endorsement  <input type="checkbox"/> Other         </div> <div> <input type="checkbox"/> Certificate  <input type="checkbox"/> Advertising         </div> </div> <div style="margin-top: 10px;"> <b><u>Rates</u></b>  <input type="checkbox"/> New Rate      <input type="checkbox"/> Revised Rate       </div> <div style="margin-top: 10px;"> <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b>          Please explain: _____       </div> <div style="margin-top: 10px;"> <b><u>SUPPORTING DOCUMENTATION</u></b>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Articles of Incorporation  <input type="checkbox"/> Association Bylaws  <input type="checkbox"/> Statement of Variability  <input type="checkbox"/> Actuarial Memorandum  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Third Party Authorization  <input type="checkbox"/> Trust Agreements  <input type="checkbox"/> Certifications         </div> </div> </div>					



<b>12.</b>	<b>Filing Submission Date</b>		
<b>13</b>	<b>Filing Fee (If required)</b>	Amount _____	Check Date _____
		Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No	Check Number _____
<b>14.</b>	<b>Date of Domiciliary Approval</b>		
<b>15.</b>	<b>Filing Description:</b>		

<b>16.</b>	<b>Certification (If required)</b>
<p><b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of _____.</p> <p>Print Name _____ Title _____</p> <p>Signature _____ Date: _____</p>	

<b>17.</b>	<b>Form Filing Attachment</b>
<b>This filing transmittal is part of company tracking number</b>	
<b>This filing corresponds to rate filing company tracking number</b>	

	<b>Document Name</b>	<b>Form Number</b>		<b>Replaced Form Number</b>
	<b>Description</b>			<b>Previous State Filing Number</b>
01			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.	Rate Filing Attachment			
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing			%	
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ____% - ____% <input type="checkbox"/> Other _____	

LH RFA-1